

RECORDATION NO. 27036-00 **FILED**

AUG 28 '08 -8 30 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

August 28, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: TRIP 13th Funding

Dear Ms Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of August 27, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-RR.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Seller/Assignor: Trinity Tank Car, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esq.
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A description of the railroad equipment covered by the enclosed document is:

119 railcars within the following series as more particularly set forth in the attachment to the document:

TILX 100717 – TILX 100794
TILX 160813
TILX 160816 – TILX 160820
TILX 210114 – TILX 210117 (inclusive)
TILX 253239 – TILX 253258
TILX 262536 – TILX 262578
TILX 262706 – TILX 262707 (inclusive)
TILX 303989 – TILX 304000 (except 303993)

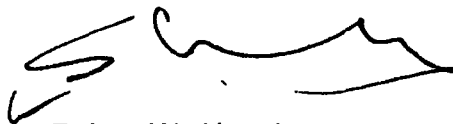
A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

AUG 28 '08

-8 30 AM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

TRINITY TANK CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

* * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 27th day of August, 2008.

TRINITY TANK CAR, INC

By: 

Name: James E. Perry

Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company,
its Manager

By: 

Name: Eric R. Marchetto

Title: Vice President

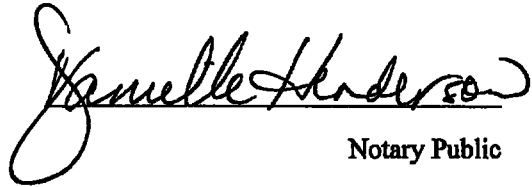
ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Secretary of TRINITY TANK CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY TANK CAR, INC.

WITNESS my hand and official seal this 27th day of August, 2008.




Notary Public

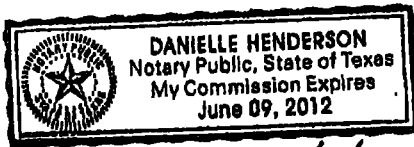
MY COMMISSION EXPIRES: 6/9/2012

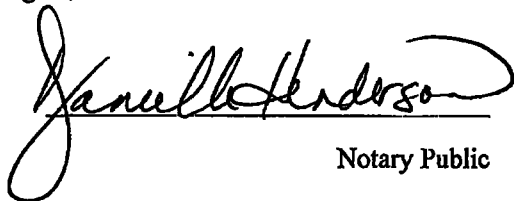
ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 27th day of August, 2008.




Notary Public

MY COMMISSION EXPIRES: 6/9/2012

**SCHEDULE A
to Bill of Sale and Assignment
and Assumption Agreement**

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;
PURCHASE AMOUNT¹**

[see attached]

¹ Purchase Amount: The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

TRIP RAIL LEASING LLC

Close 13

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX210114	3094	July-08	Tank
2	TILX210115	3094	July-08	Tank
3	TILX210116	3094	July-08	Tank
4	TILX210117	3094	August-08	Tank
5	TILX262536	3993	June-08	Tank
6	TILX262537	3993	June-08	Tank
7	TILX262540	3993	June-08	Tank
8	TILX262541	3993	June-08	Tank
9	TILX262542	3993	June-08	Tank
10	TILX262543	3993	June-08	Tank
11	TILX262546	3993	June-08	Tank
12	TILX262547	3993	June-08	Tank
13	TILX262548	3993	June-08	Tank
14	TILX262549	3993	June-08	Tank
15	TILX262551	3993	June-08	Tank
16	TILX262552	3993	June-08	Tank
17	TILX262553	3993	June-08	Tank
18	TILX262554	3993	June-08	Tank
19	TILX262555	3993	June-08	Tank
20	TILX262556	3993	June-08	Tank
21	TILX262557	3993	June-08	Tank
22	TILX262558	3993	June-08	Tank
23	TILX262559	3993	June-08	Tank
24	TILX262560	3993	July-08	Tank
25	TILX262561	3993	July-08	Tank
26	TILX262562	3993	July-08	Tank
27	TILX262563	3993	July-08	Tank
28	TILX262564	3993	July-08	Tank
29	TILX262565	3993	July-08	Tank
30	TILX262566	3993	July-08	Tank
31	TILX262567	3993	July-08	Tank
32	TILX262568	3993	July-08	Tank
33	TILX262569	3993	July-08	Tank
34	TILX262570	3993	July-08	Tank
35	TILX262571	3993	July-08	Tank
36	TILX262572	3993	July-08	Tank
37	TILX262573	3993	July-08	Tank
38	TILX262574	3993	July-08	Tank
39	TILX262575	3993	July-08	Tank
40	TILX262576	3993	July-08	Tank
41	TILX262577	3993	July-08	Tank
42	TILX262578	3993	July-08	Tank
43	TILX262706	7964	August-08	Tank
44	TILX262707	7964	August-08	Tank
45	TILX160813	8368	July-08	Tank
46	TILX160816	8368	July-08	Tank

TRIP RAIL LEASING LLC
Close 13

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX160817	8368	July-08	Tank
48	TILX160818	8368	July-08	Tank
49	TILX160819	8368	July-08	Tank
50	TILX160820	8368	July-08	Tank
51	TILX100717	9501	July-08	Tank
52	TILX100718	9501	August-08	Tank
53	TILX100722	9501	August-08	Tank
54	TILX100723	9501	August-08	Tank
55	TILX100728	9501	July-08	Tank
56	TILX100729	9501	July-08	Tank
57	TILX100730	9501	July-08	Tank
58	TILX100732	9501	July-08	Tank
59	TILX100739	9501	July-08	Tank
60	TILX100740	9501	July-08	Tank
61	TILX100745	9501	July-08	Tank
62	TILX100746	9501	August-08	Tank
63	TILX100751	9501	July-08	Tank
64	TILX100753	9501	July-08	Tank
65	TILX100759	9501	August-08	Tank
66	TILX100760	9501	August-08	Tank
67	TILX100761	9501	July-08	Tank
68	TILX100769	9501	August-08	Tank
69	TILX100770	9501	July-08	Tank
70	TILX100771	9501	July-08	Tank
71	TILX100772	9501	July-08	Tank
72	TILX100773	9501	July-08	Tank
73	TILX100775	9501	July-08	Tank
74	TILX100777	9501	July-08	Tank
75	TILX100778	9501	July-08	Tank
76	TILX100779	9501	July-08	Tank
77	TILX100780	9501	July-08	Tank
78	TILX100781	9501	August-08	Tank
79	TILX100782	9501	July-08	Tank
80	TILX100783	9501	August-08	Tank
81	TILX100784	9501	August-08	Tank
82	TILX100785	9501	July-08	Tank
83	TILX100786	9501	July-08	Tank
84	TILX100787	9501	July-08	Tank
85	TILX100788	9501	July-08	Tank
86	TILX100789	9501	August-08	Tank
87	TILX100790	9501	August-08	Tank
88	TILX100792	9501	August-08	Tank
89	TILX100793	9501	July-08	Tank
90	TILX100794	9501	August-08	Tank
91	TILX303989	41200	July-08	Tank
92	TILX303990	41200	July-08	Tank

TRIP RAIL LEASING LLC

Close 13

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
93	TILX303991	41200	July-08	Tank
94	TILX303992	41200	July-08	Tank
95	TILX303994	41200	July-08	Tank
96	TILX303995	41200	July-08	Tank
97	TILX303996	41200	July-08	Tank
98	TILX303997	41200	July-08	Tank
99	TILX303998	41200	July-08	Tank
100	TILX303999	41200	July-08	Tank
101	TILX304000	41200	July-08	Tank
102	TILX253239	10907	July-08	Tank
103	TILX253240	10907	July-08	Tank
104	TILX253241	10907	July-08	Tank
105	TILX253242	10907	July-08	Tank
106	TILX253243	10907	July-08	Tank
107	TILX253244	10907	July-08	Tank
108	TILX253245	10907	July-08	Tank
109	TILX253246	10907	July-08	Tank
110	TILX253247	10907	July-08	Tank
111	TILX253248	10907	July-08	Tank
112	TILX253249	10907	July-08	Tank
113	TILX253250	10907	July-08	Tank
114	TILX253251	10907	July-08	Tank
115	TILX253253	10907	July-08	Tank
116	TILX253254	10907	July-08	Tank
117	TILX253256	10907	July-08	Tank
118	TILX253257	10907	July-08	Tank
119	TILX253258	10907	July-08	Tank

SCHEDULE B
to Bill of Sale and Assignment
and Assumption Agreement

LEASES

[see attached]

Schedule B

Leases

1. Four (4) units identified with marks TILX 210114 – 210117 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated October 8, 2002 between Trinity Industries Leasing Company and Citgo Petroleum Corporation.
2. Thirty-eight (38) units identified with marks TILX 262536 – 262537, TILX 262540 – 262543, TILX 262546 – 262549, and TILX 262551 - 262578 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement dated April 15, 1988 between Trinity Industries Leasing Company and The Dow Chemical Company.
3. Two (2) units identified with marks TILX 262706 – 262707 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement dated March 8, 2005 between Trinity Industries Leasing Company and Nalco Company.
4. Six (6) units identified with marks TILX 160813 and TILX 160816 – 160820 leased pursuant to Rider Eleven (11) to that certain Railroad Car Lease Agreement dated July 15, 1988 between Trinity Industries Leasing Company and Olin Corporation.
5. Forty (40) units identified with marks TILX 100717 – 100718, TILX 100722 – 100723, TILX 100728 – 100730, TILX 100732, TILX 100739 – 100740, TILX 100745 – 100746, TILX 100751, TILX 100753, TILX 100759 – 100761, TILX 100769 – 100773, TILX 100775, TILX 100777 – 100790, and TILX 100792 – 100794 leased pursuant to Rider Nine (9) to that certain Railroad Car Lease Agreement dated September 14, 1987 between Trinity Industries Leasing Company and Rhodia Inc.
6. Eleven (11) units identified with marks TILX 303989 – 303992 and TILX 303994 – 304000 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated August 1, 2007 between Trinity Industries Leasing Company and Taminco Methyamines Inc.
7. Eighteen (18) units identified with marks TILX 253239 – 253251, TILX 253253 – 253254, and TILX 253256 – 253258 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated June 15, 2002 between Trinity Industries Leasing Company and Texas Petrochemicals LP.

SCHEDULE C

OTHER TRANSFERRED ASSETS

None

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/28/08



Robert W. Alvord